

MOULTON-UDELL COMMUNITY SCHOOL DISTRICT

MASTER CONTRACT

2006-2007

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	Recognition	2
II	Grievance Procedure	3
III	Board and Association Rights	7
IV	Dues Deduction	10
V	Employee Hours and Duties	10
VI	Leaves of Absence	11
VII	Reduction of Realignment of Staff	14
VIII	Evaluation Report	16
IX	Insurance	17
X	Wages and Salaries	18
XI	Compliance Clauses and Duration of the Agreement	21
	Schedule A – Grievance Form	23
	Schedule B	25
	Schedule C	26
	Letter of Agreement	27

RECOGNITION ARTICLE I

A. UNIT

The Board hereby recognizes the Moulton-Udell Education Association, an affiliate of the Iowa State Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in the Iowa Public Employment Relations Board certification instrument (Case Number 610) issued by the PERB on the nineteenth (19) day of February, 1976.

The unit described in the above recognition is as follows:

Included are all certified professional employees including classroom teachers, guidance counselors, librarian, and Chapter I teachers.

Excluded are superintendent, principals, and all others excluded in section 4 of the Iowa Public Employment Relations Act.

B. DEFINITIONS

1. The term "Board" as used in this agreement, shall mean the Board of Education of the Moulton-Udell Community School District or it's Duly Authorized Representatives.
2. The term "employee" as used in this agreement shall mean all professional employees within the bargaining unit represented by the Moulton-Udell Education Association and as defined and certified by the Iowa Employment Relations Board.
3. The term "Association" as used in this agreement, shall mean the The Moulton-Udell Education Association or its duly authorized representatives or agents.

GRIEVANCE PROCEDURE ARTICLE II

A. DEFINITION

1. A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.

B. PURPOSE AND PROCEDURE

1. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems that may from time to time arise under this agreement. Both parties agree that these proceedings will be as informal and confidential as may be appropriate at any level of this procedure.
2. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal an administrator's failure to give a decision within the prescribed time limits shall permit the grievance to proceed to the next step. The time limits may be extended by mutual agreement.
3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his or her representative shall be conducted so as to result in no interference or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff. The Board shall determine whether interference has occurred under this paragraph.
4. All grievances must be presented within ten (10) working days of the date of occurrence of the event giving rise to the grievance.
5. Every employee covered by this agreement or the association shall have the right to present grievances in accordance with these procedures.

C. FIRST STEP

1. An attempt shall be made to resolve any grievance under this article through an informal discussion between the grievant and his or her building principal. If requested by the allegedly aggrieved employee, the recognized association representative may be present in this informal discussion.

D. SECOND STEP

1. If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing using a Schedule A Grievance Form with the building principal within ten (10) working days after the informal conference with the building principal. The written grievance shall state the nature of the grievance, spelling out the specific clause or clauses of this agreement which have been allegedly violated, misinterpreted, or misapplied, and shall state the remedy requested.
2. Within five (5) working days after the principal receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his/her representative (s), if requested, to discuss the alleged grievance and attempt to resolve the same.
3. The principal shall have the right to have a representative or designee at the meeting. The principal, or other board representative, shall render such decision and communicate it in writing to the aggrieved employee and the superintendent within ten (10) working days following the meeting between the principal and the aggrieved.

E. THIRD STEP

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved, if he or she so desires, may file an appeal of the principal's answer within five (5) working days after the said written decision with the superintendent and/or his representative. Within ten (10) working days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, and the superintendent shall meet in an attempt to resolve the grievance. The superintendent and/or his representative shall file an answer within ten (10) working days of the third step grievance meeting and communicate it in writing to the employee, the principal, and the representative of the employee.

F. FOURTH STEP

If the grievance is not resolved satisfactorily in step three there shall be made available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within twenty (20) working days of the third step reply then the grievance will be deemed settled on the basis of the third step answer. Grievances shall be submitted to binding arbitration as provided below.

1. The grievant or his or her representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven working days. PERB shall be requested to provide a panel of seven arbitrators. This request shall be in the form of a written request from the grievant and his/her representative(s), which shall serve as a joint request. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. Each of the two parties shall alternately strike one name from the list until one shall remain.
2. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within twenty working days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding.
3. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have power only to apply and interpret the provisions of this agreement to the settlement of issues and grievance arising hereunder.
4. Each party shall bear it's own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representative(s).

G. OTHER

1. The association pledges itself to make every effort to maintain unimpaired the educational services to the community. The association shall make every effort to participate in preventing members of the bargaining unit to strike, slow down, disrupt, impede or otherwise impair the normal functions of the school board or to refuse to perform any customarily assigned duties for the board, nor shall any employee participate in such prohibited activity. The occurrence of any such prohibited activities by the association, employee or employees shall be deemed illegal, and a violation of this agreement.
2. Upon notification by the board to the association that certain of its' employees are engaged in a violation of this article, the association shall disavow such violation and shall immediately in writing order such employees to return to work immediately and the association agrees to take all reasonable effective and affirmative action to secure

the employees return to work as promptly as possible. Failure of the association to issue the orders and take the action required herein shall be considered in determining whether or not the association cause or authorized the strike or other prohibited activity.

3. Any or all of the employees who violate any of the provisions of this article may be discharged or disciplined by the board, including loss of compensation or disciplined by any proceeding involving breach of these provisions, the sole question to be determined is whether the employee engaged in the prohibited activity.
4. In the event that a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter. This shall apply only to grievances formally filed in writing by twenty (20) working days prior to the end of the school year, except by mutual agreement of the board and the association.
5. Unless agreed to by the superintendent or his designee, all grievances shall be processed outside the employee's workday.
6. If any employee files claim or complaint in any form other than the grievance form set forth in schedule A of this agreement the school district shall not be required to process the same claim or set of facts through the grievance procedure.

BOARD AND ASSOCIATION RIGHTS

ARTICLE III

A. The board shall have, in addition to all powers, duties, and rights established in the constitutional provision, statute or special act the exclusive power, duty and right to:

1. Direct the work of its employees,
2. Hire, promote, demote, transfer, assign, and retain its employees in positions within the school district operation.
3. Suspend or discharge employees.
4. Maintain the efficiency of school district operations.
5. Relieve its employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the boards operations are to be conducted.
7. Take such action as may be necessary to carry out the mission of the board of education.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the board by law.

B. It is further recognized that except as may be expressly stated herein, the board shall retain whatever rights and authority as it may deem necessary to operate and direct the affairs of the board in all of its various aspects.

C. RIGHTS AND PROTECTION IN REPRESENTATION

The board, pursuant to chapter 736A of the Code of Iowa and the Public Employment Relations act of 1974, hereby agrees that every employee of the board shall have the right to freely choose to organize, join, and support the association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. The board further agrees that it shall not directly or indirectly discourage, encourage, deprive, or coerce any employee in the enjoyment of any rights conferred by this agreement, laws of

Iowa, or the constitution of Iowa and the United States; that it shall not discriminate against any employee with respect to hours, wages, or terms and conditions by reason of his membership in the association, his or her participation in the activities of the association or collective professional negotiations with the board, or his or her institution of any grievance, complaint or other proceedings under this agreement or law or otherwise with respect to any terms or conditions of employment.

D. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict or any employee such rights as he or she may have under the Iowa school laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

E. JUST CAUSE PROVISION

No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional services without just cause. Any such action asserted by the board or any agent or representative thereof shall be the subject to the grievance procedure set forth.

F. EVALUATION OF STUDENTS

The employee shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Moulton-Udell School District based upon his or her professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without the approval of the employee.

G. ASSOCIATION IDENTIFICATIONS

No teacher shall be prevented from wearing a reasonable amount of pins or other identification of membership in the association or its affiliates.

H. USE OF SCHOOL FACILITIES

The association will have the right to use school buildings and facilities at reasonable times for a reasonable number of meetings, such meetings shall in no way interfere with any aspect of the instructional or extracurricular program. Time and place of all meetings using district time or facilities shall be arranged in advance with the building principal. The association will pay out-of-pocket expenses that may accrue from such meetings resulting in extra pay or additional costs to the school district due to unreasonable use or neglect.

I. USE OF SCHOOL MACHINES

The association may use the school mimeograph machines, duplicating equipment, calculating machines, audio-visual equipment, and paper after school hours, and such use shall only be when it is not being used for school purposes. The association shall purchase materials to be used, and shall pay a mutually agreed cost per copy made.

J. USE OF SCHOOL MAILBOXES

The association shall have the right to use the school mail and to place a reasonable amount of notices, circulars, and other association material in teacher's mailboxes.

K. USE OF SCHOOL TELEPHONE

The association shall be allowed to make telephone calls and other communications concerning the association at times when the association representative is not on duty. Such communications shall be logged with the principal's secretary and paid for by the association.

DUES DEDUCTION

ARTICLE IV

1. Upon receipt of a lawfully executed written signature authorization from an employee, which may be revoked at any time by giving thirty (30) days written notice, the Board agrees to deduct the regular monthly association dues of such employee from his or her pay and remit such deductions by the twentieth (20) day of the month to the official designated by the association in writing to receive such deductions. The association will notify the Board in writing of the exact amount of such dues to be deducted. The Board shall deduct one-tenth (1/10) of the total dues from each such employee each month, beginning in October and ending in July of each year, requests for dues deductions shall be filed with the Board by October 1 of each year.
2. The association agrees to identify and hold the Board harmless against all claims, suits, orders or judgments brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of this article.

EMPLOYEE HOURS AND DUTIES

ARTICLE V

1. The school year shall consist of 186.5 days.
2. Each employee shall report for duty twenty (20) minutes before the opening of the pupils' school day and shall remain in the building until twenty (20) minutes after the close of the pupils' school day, except on the last day preceding holidays or weekends, at which time the employee may leave after bus departure.
3. Employees shall not leave the buildings to which they are assigned during normal working hours without the approval of the Principal or his or her designee, except during lunch periods, at which time the employees shall sign out at the office.
4. The workday may be extended a reasonable number of times due to faculty meetings, activities, conferences, or duties, which necessitate employee attendance.
5. Employees may be given released time during the school day for special circumstances if approved by the building principal.
6. Employees shall spend time to the extent necessary for adequate preparation for instruction, pupil and parent consultations, evening assignments, and other activities.

LEAVE OF ABSENCE ARTICLE VI

A. SICK LEAVE

Employees shall be entitled to sick leave, granted in minimum units of one half day, in which the following graduated scale:

- 1st year of employment with district 14 days sick leave
- 2nd year of employment with district 14 days sick leave
- 3rd year of employment with district 17 days sick leave
- 4th year of employment with district 17 days sick leave
- 5th year of employment with district 17 days sick leave
- 6th and subsequent years with district 17 days sick leave

Unused sick leave days shall be accumulated from year to year with a maximum accumulation at the end of the school year up to 110 days. If an employee has accumulated 110 days prior to the beginning of the school year, he/she may have the new 17 days to use during the current school year.

Sick leave shall not be granted for elective surgery or such illnesses, or leaves for which reasonable evidence cannot be shown, confirming the necessity for sick leave absence.

The Board shall in each instance, require such reasonable evidence as it may desire confirming necessity of such leave of absence.

All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

Employees may use their sick days for personal illness or the illness of a member of the family to include spouse, children, spouse/domestic partner's children, parents, brothers, sisters, grandparents, and grandchildren.

B. PERSONAL LEAVE

All employees covered under this agreement shall be granted a maximum of two (2) days personal leave per year, for any purpose, with pay, at the discretion of the employee.

Personal leave shall not be used in place of sick leave or professional leave. If personal leave is used to extend vacation or holiday, employee shall pay the cost of the sub.

Application for all personal leave shall be submitted at least 48 hours ahead of time, if possible, to the principal or immediate supervisor.

PERSONAL LEAVE BANK

Any unused personal leave days shall automatically be put into a personal leave bank. Any employee that has contributed to the bank may draw from that bank with the employee paying the substitute fee. A committee of three certified employees chosen by the Association, will be established to oversee the bank. Employee requests to draw from the bank must be approved at a meeting, which includes the committee and the superintendent. Not to exceed two additional days each year (total of 4). In all cases, the specific reason for requesting leave must be provided, and a minimum of seven days notice must be given, except in extenuating circumstances as judged by the superintendent.

C. FUNERAL LEAVE

Employees shall be granted five (5) days of paid leave to attend the funeral of family members to include children, spouse, spouse/domestic partner's children, parents, brothers, sisters, grandparents, and grandchildren.

Employees shall be granted three (3) days of paid leave to attend the funeral of family members, to include spouse/domestic partner's uncles, aunts, nephews, nieces, great grandparents, and great grandchildren.

Should extenuating circumstances exist, such as great distance involved, or necessary business connected with the death, additional time may be granted through the use of accumulated sick leave upon application to and approval by the superintendent.

D. PROFESSIONAL LEAVE

Employees may receive up to five (5) days of professional leave for the attendance of educational meetings if the superintendent or designee approves such attendance.

Requests for professional leave must be filed in writing with the superintendent or designee, at least fifteen (15) days prior to the first day of anticipated attendance, except in extenuating circumstance.

E. ASSOCIATION LEAVE

A total of ten (ten) days with pay per year shall be available for employees for Association business, including ISEA Delegate Assembly. The association shall pay the normal cost of the substitute teacher for all days utilized under this agreement. The president of the Moulton-Udell Education Association must sign the leave request form prior to submittal to the administrator.

F. GENERAL PROVISIONS ON LEAVE OF ABSENCE

1. A leave of absence will not be granted for the purpose of allowing the employee to enter the employment of another employer to seek other employment, or to enter into or engage in self-employment.
2. An employee returning to work after a serious illness or injury may be required by the Board to undergo a medical examination to determine whether the employee is physically and mentally qualified to return to work

All absences other than those enumerated under the above leave provisions will result in loss of pay as per contract.

H. JURY DUTY

An employee called for jury duty, or subpoenaed, during school hours shall be provided such time with no loss of pay to the employee. Any fees excluding mileage the employee receives during such leave shall be turned over to the employer.

I. MATERNITY LEAVE

Sick leave up to six (6) weeks may be taken for the use of maternity leave for female employees.

Male teachers whose wife has delivered a baby may use five (5) paid sick leave days for the birth of a child within eight (8) weeks of the birth, provided they have the accumulated sick days.

A teacher may take five (5) sick leave days upon the adoption of a child if they have the days accumulated.

Additional maternity leave may be granted from the employee's accumulated sick leave for maternity related circumstances with the approval of the superintendent.

**REDUCTION OR REALIGNMENT OF STAFF
ARTICLE VII**

- A. The Board will first determine the number of employees to be laid off and then in consultation with the superintendent and such other administrators as may be appropriate, will determine the individual employees to be laid off in accordance with the following steps:
- STEP 1. Normal attrition resulting from employees retiring or resigning will be relied upon to the extent it is administratively feasible.
- STEP 2. The remaining employees to be laid off will be selected by the Board. The Board shall take into account the following factors in making its decision:
1. Staff members with emergency and/or temporary certification shall be released first, unless needed to maintain a program.
 2. Non-degree teachers shall be released second, unless needed to maintain a program.
 3. Staff members currently on probation, or who were held on the same step of the salary schedule the previous year may be released next.
 4. Teachers with less than two years experience in the district will be released next, unless needed to maintain the program.
 5. The remaining employees to be laid off will be selected by the Board, taking into account, both as an individual basis and in comparison to other employees, factors such as the individual employee's academic training, ability and performance as an employee in the district as previously and currently evaluated by the appropriate administrators, assignment to co-curricular and other activities, past and potential contribution to the educational program of the district, length of service to the district, and overall teaching experience.
- B. When the number and names of employees to be laid off has been determined by the Board, it will notify the employees and association in writing, stating the reasons for such layoff. The layoff of each employee shall commence on the date specified by the Board in the notice of layoff to the affected employee and to the association. No employee shall be precluded from securing other employment during such layoff.

- C. Employees will be recalled from layoff in the reverse order of their layoff provided they have the necessary qualifications as determined by the Board for available vacancies. In the event two or more employees who are qualified to fill the vacancies were laid off on the same date, the Board shall select the employee to fill the vacancy by taking into account the factors set forth in this section.
- D. An employee selected for recall will be informed by the Board of his/her reemployment in writing. Such written notice shall specify the position to which the employee is being recalled and the date of such recall. Within ten (10) calendar days after an employee receives notice of reemployment he/she must advise the Board in writing that he/she accepts the position offered in such notice and he/she will be able to commence employment on the date specified in such notice. Any such notice shall be considered received by the employee when mailed registered mail, return receipt requested to the last known address of the employee in question as shown on the school districts records. It shall be the responsibility of each employee on layoff to keep the district advised of his/her current address. Any and all reemployment rights granted to an employee shall terminate upon such employee failure to accept within ten calendar days any position offered to him/her.
- E. Employees shall retain his/her rights to reemployment after a layoff period of two school years following the date of the layoff.
- F. Upon recall an employee shall be entitled to the step on the salary schedule he/she would occupy during the first year of layoff. Sick leave shall also be reinstated at the accumulated number of days the employee had established at the end of the year in which the reduction took place.
- G. The provisions of this article shall apply to full-time employees only.

**EVALUATION REPORT
ARTICLE VIII**

- A. Within six (6) weeks after the beginning of each school year employees shall be acquainted by a member of the administrative staff with the evaluation procedures to be observed.
- B. The classroom performance of regular first and second year employees should be evaluated a minimum of twice each school year. Beyond their second year of service, employees will be evaluated as deemed practical and possible by the administration.
- C. Results of the minimum number of observations provided for in section B, above, shall be in writing, with a copy to be given to the employee, and shall be preceded by an observation of the employee's performance.
- D. The evaluator shall have a meeting with the employee within ten (10) school days following observation, if either deems such a meeting necessary.
- E. The evaluator or administrator shall counsel the employee in writing regarding:
 - 1. Identification of any evidence or deficiencies.
 - 2. Suggestions for improvement or remediation.
 - 3. Establishment of reasonable time for correction or improvement of deficiencies.
 - 4. Consequences, should improvement not take place.
- F. The employee shall have the opportunity to submit an explanation or other written statement(s) regarding any written evaluation for inclusion in his/her personnel file.

INSURANCE ARTICLE IX

A. HEALTH INSURANCE

The district will provide a health insurance plan. Each full time employee will receive \$515.00 per month toward the purchase of the health insurance. The balance will go toward dental insurance or toward an annuity of the employees' choice. The plan will be administered in compliance with the Iowa code.

B. DENTAL INSURANCE

Dental Insurance will be offered as an option, with at least 75% participation required. Employees will be put on a waiting list and will be removed from dental as allowed. The list will be on a first come, first serve basis.

WAGES AND SALARIES
ARTICLE XI

A. PLACEMENT ON SALARY SCHEDULE

1. The basic salary of employees covered by this agreement are set forth in schedule B, which is attached to and incorporated in this agreement. Individuals at the very top step of each lane shall proceed to the seniority schedule with increments 1.75% of the base with unlimited years.
2. Credit up to ten (10) years of any salary level on the employee salary schedule shall be given for previous outside teaching experience in a duly accredited school. Credit for teaching experience will be in the area of endorsements of the area of the position being sought by the terms of the contract for new employees. This language applies with equal weight to schedule C – the salary schedule for extra curricular activities. The terms “coach” or “sponsor” being substituted for the term “teacher.”

B. ADVANCEMENT ON SALARY SCHEDULE

1. Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each full year of service until the maximum for their educational classification is reached.
2. One half year shall be given for each one half year experience. One half year shall be deemed to be the equivalent number of classroom hours of 90 full classroom days. A full classroom day will be determined by the time a regular full time teacher is required to be on duty.
3. Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding step on the high lane. Employee educational advancement on the salary schedule should only be courses that are part of an employee's educational program within their particular subject area and/or pursuing an advanced degree. All such courses to be used for advancement are to be approved by the superintendent prior to the employee enrolling in the courses, advanced degrees to be used for salary advancement must be in the employee's subject area assignment, or related educational field. For an employee to advance from one educational lane to another and receive compensation, the employee shall file suitable evidence of additional educational credit with the superintendent, using forms provided by the district no later than September 10th of each year in which he/she is eligible to move.

C. TUITION REIMBURSEMENT

Teachers shall be reimbursed for tuition and fees, excluding books, for courses taken at the request of the district to voluntarily obtain/complete additional teaching endorsement(s). Said payment shall be restricted to only those courses required by the Iowa Department of Education for the endorsement. Payment to the teacher will be made in two parts.

1. The first half upon presentation of a bill from the college or university.
2. The second half being paid upon presentation of grades from the college or university.

Said credits, undergraduate or graduate, requested by the administration, shall count toward advancement on the salary schedule.

If the teacher leaves the district within one year after completing the district requested course work, the teacher shall reimburse the district the entire amount paid by the district. If the teacher leaves the district after two years of completing the district requested course work, the teacher shall reimburse the district half of the amount paid by the district.

If the teacher leaves the district after three years of completing the district requested course work, no reimbursement to the district shall be due.

D. EXTRA DUTY PAY

The board and the association agree that the extra duty activities listed on schedule C are official school sponsored activities. Employees in extra duty activities shall be compensated according to the rate of pay or other stipulations listed herein, except for those individuals notified prior to the beginning of the new season of being placed on probationary status will remain at the previous years pay.

E. PHASE III PAY

Beginning 1990-1991, employees shall be paid average per diem rate or the hourly equivalent for work performed pursuant to the district's phase III plan. The per diem rate is the employee's salary according to proper step and lane placement, including phase I and Phase II salary, divided by number of contract days.

F. SUPPLEMENTARY PAY FOR ICN TEACHING

A teacher who teaches a class over the ICN to another school will be compensated at \$50.00 per non-resident student per semester if a contract for ICN classes has been signed between Moulton-Udell Schools and the receiving district. If no additional compensation is provided for the teacher for teaching an ICN class sent out to other schools, the teacher may decline the opportunity to teach the ICN class.

G. METHOD OF PAYMENT

1. PAY PERIODS

Each employee shall be paid in twelve (12) installments on the 10th of each month, with the exception of the July and August checks which will be paid the end of June. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employer, except under extenuating circumstances.

2. EXCEPTIONS

- a. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paycheck on the last previous working day.
- b. Employees who are new in the teaching profession may, at their option, elect to receive up to 50% of their first salary installment after the completion of the first ten work days of employment. The balance of the contracted salary shall be prorated over the remaining pay periods.

H. FINAL PAY

Each employee whose employment with the district is terminating shall have the option of receiving all or any last part of his earned, contracted salary on the last pay period of the in-school work year.

I. SUMMER CHECKS

Summer checks, other than summer school teachers, shall be mailed to the address designated by the employee.

COMPLIANCE CLAUSES AND DURATION OF THIS AGREEMENT

ARTICLE XII

A. SEPARABILITY

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that the article, sections, and clauses shall remain in full force and effect.

B. PRINTING AGREEMENT

The Board of Education will share equally in the cost with the association of printing the collective agreement.

C. FINALITY AND EFFECT OF AGREEMENT

1. This agreement supersedes and cancels the previous master contract between the Board and the association or any employee, unless expressly stated to the contrary herein and concludes collective bargaining for its' term.
2. The parties acknowledge that during the negotiations which resulted in the agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by the law from the area of collective bargaining, and that the understanding and agreements arrived at by bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and the association for the life of this agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this agreement.

D. DURATION PERIOD

This agreement shall become effective as of July 1, 2006 and shall be in force and effect through June 30, 2007.

This agreement is executed and agreed upon this 26th day of June, 2006

MUEA President

Lawrie Oden

Board President

Marlene Korthaus

MUEA Chief Negotiator

Lawrie Oden

M-U Superintendent

Richard Lunn

SCHEDULE A
GRIEVANCE FORM

Distribution of form

1. Association
2. Employee
3. Employer

Step 1: Date Filed

Step 2: Date Filed

Grievant(s)

STEP 2

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature

Date

(Schedule A Continued)

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal or Immediate Supervisor

Date

STEP 3

A. The decision at Step 2 is rejected.

Signature of Grievant

Date Filed

B. Disposition by Superintendent or Designee _____

Signature of Principal or Immediate Supervisor

Date

STEP 4

A. _____
Signature of Association Representative Signature of Grievant

B. _____
Date Submitted to Arbitration

Moulton-Udell CSD
2006-2007 Master Contract
Salary Schedule
Schedule "B"

3.25% Vertical Increment & 3.25% Horizontal Increment					
	MA				
Step	BA	BA+15	BA+30	BA+45	MA+15
1	23710	24481	25251	26022	26792
2	24481	25251	26022	26792	27563
3	25251	26022	26792	27563	28333
4	26022	26792	27563	28333	29104
5	26792	27563	28333	29104	29875
6	27563	28333	29104	29875	30645
7	28333	29104	29875	30645	31416
8	29104	29875	30645	31416	32186
9	29875	30645	31416	32186	32957
10	30645	31416	32186	32957	33727
11	31416	32186	32957	33727	34498
12	32186	32957	33727	34498	35269
13	32957	33727	34498	35269	36039
14			35269	36039	36810
Seniority Schedule					
	1.75% of base added each year with no limit				
14	33372	34142			
15	33787	34557	35684	36454	37225
16	34202	34972	36098	36869	37640
17	34617	35387	36513	37284	38055
18	35032	35802	36928	37699	38469
19	35446	36217	37343	38114	38884
20	35861	36632	37758	38529	39299
21	36276	37047	38173	38944	39714
22	36691	37462	38588	39359	40129
23	37106	37877	39003	39774	40544
24	37521	38292	39418	40188	40959
25	37936	38707	39833	40603	41374
26			40248	41018	41789
515	Monthly Benefit				

Moulton-Udell CSD
2006-07 Master Contract
Salary Schedule
Schedule "C"

	1	2	3	4	5	6	7	8	9	10	11	12
Jr. Sponsor	346.50	346.50	346.50	346.50	346.50	346.50	346.50	346.50	346.50	346.50	346.50	346.50
Sr. Sponsor	346.50	346.50	346.50	346.50	346.50	346.50	346.50	346.50	346.50	346.50	346.50	346.50
*Newspaper	86.63	97.13	107.63	118.13	128.63	139.13	144.38	149.63	154.88	160.13	165.38	170.63
*Elementary Music	317.63	328.13	338.63	349.13	359.63	370.13	375.38	380.63	385.88	392.25	397.50	402.75
**Academic Bowl	288.75	315.00	341.25	367.50	393.75	420.00	446.25	459.37	472.49	485.61	498.73	511.85
**Nat'l Honor Socie	288.75	315.00	341.25	367.50	393.75	420.00	446.25	459.37	472.49	485.61	498.73	511.85
**Concessions	330.00	356.25	382.50	408.75	435.00	461.25	487.50	500.62	513.74	526.86	539.98	553.10
**FFA	220.00	246.25	272.50	298.75	325.00	351.25	377.50	390.62	403.74	416.86	429.98	443.10
**Speech	346.50	372.75	399.00	425.25	451.50	477.75	504.00	517.12	530.24	543.36	556.48	569.60
**All School Play	462.00	488.25	514.50	540.75	567.00	593.25	619.50	632.62	645.74	658.86	671.98	685.10
**All School Musica	462.00	488.25	514.50	540.75	567.00	593.25	619.50	632.62	645.74	658.86	671.98	685.10
**Drill Team	519.75	546.00	572.25	598.50	624.75	651.00	677.25	690.37	703.49	716.61	729.73	742.85
**Cheerleading	519.75	546.00	572.25	598.50	624.75	651.00	677.25	690.37	703.49	716.61	729.73	742.85
**Yearbook	577.50	603.75	630.00	656.25	682.50	708.75	735.00	748.12	761.24	774.36	787.48	800.60
***Vocal Music	924.00	976.50	1029.00	1081.50	1134.00	1186.50	1239.00	1291.50	1344.00	1370.25	1396.50	1422.75
***Jazz Band	924.00	976.50	1029.00	1081.50	1134.00	1186.50	1239.00	1291.50	1344.00	1370.25	1396.50	1422.75
***Instrumental Bar	1366.00	1438.50	1491.00	1543.50	1596.00	1648.50	1701.00	1753.50	1806.00	1832.25	1858.50	1884.75
***Summer Band	1328.25	1380.75	1433.25	1485.75	1538.25	1590.75	1643.25	1695.75	1748.25	1774.50	1800.75	1827.00
****Athletic Director	1694.00	1758.16	1822.32	1886.48	1950.64	2014.80	2078.96	2143.12	2207.28	2239.36	2271.44	2303.52
Boys Basketball												
***Varsity	2425.50	2478.00	2530.50	2583.00	2635.50	2688.00	2740.50	2793.00	2845.50	2871.75	2898.00	2924.25
***Assistant	1155.00	1207.50	1260.00	1312.50	1365.00	1417.50	1470.00	1522.50	1575.00	1601.25	1627.50	1653.75
***Jr. High	924.00	976.50	1029.00	1081.50	1134.00	1186.50	1239.00	1291.50	1344.00	1370.25	1396.50	1422.75
Girls Basketball												
***Varsity	2425.50	2478.00	2530.50	2583.00	2635.50	2688.00	2740.50	2793.00	2845.50	2871.75	2898.00	2924.25
***Assistant	1155.00	1207.50	1260.00	1312.50	1365.00	1417.50	1470.00	1522.50	1575.00	1601.25	1627.50	1653.75
***Jr. High	924.00	976.50	1029.00	1081.50	1134.00	1186.50	1239.00	1291.50	1344.00	1370.25	1396.50	1422.75
Baseball												
***Varsity	2425.50	2478.00	2530.50	2583.00	2635.50	2688.00	2740.50	2793.00	2845.50	2871.75	2898.00	2924.25
***Assistant	1039.50	1092.00	1144.50	1197.00	1249.50	1302.00	1354.50	1407.00	1459.50	1485.75	1512.00	1538.25
Softball												
***Varsity	2425.50	2478.00	2530.50	2583.00	2635.50	2688.00	2740.50	2793.00	2845.50	2871.75	2898.00	2924.25
***Assistant	1039.50	1092.00	1144.50	1197.00	1249.50	1302.00	1354.50	1407.00	1459.50	1485.75	1512.00	1538.25
Volleyball												
***Varsity	2425.50	2478.00	2530.50	2583.00	2635.50	2688.00	2740.50	2793.00	2845.50	2871.75	2898.00	2924.25
***Assistant	1039.50	1092.00	1144.50	1197.00	1249.50	1302.00	1354.50	1407.00	1459.50	1485.75	1512.00	1538.25
***Jr. High	924.00	976.50	1029.00	1081.50	1134.00	1186.50	1239.00	1291.50	1344.00	1370.25	1396.50	1422.75
Track												
***Varsity	2425.50	2478.00	2530.50	2583.00	2635.50	2688.00	2740.50	2793.00	2845.50	2871.75	2898.00	2924.25
***Jr. High	808.50	861.00	913.50	966.00	1018.50	1071.00	1123.50	1176.00	1228.50	1254.75	1281.00	1307.25
Football												
***Assistant	1155.00	1207.50	1260.00	1312.50	1365.00	1417.50	1470.00	1522.50	1575.00	1601.25	1627.50	1653.75
***Jr. High	924.00	976.50	1029.00	1081.50	1134.00	1186.50	1239.00	1291.50	1344.00	1370.25	1396.50	1422.75
\$ 10.50 **for five years, then it will be					\$ 5.25							
\$ 26.25 ***for six years, then it will be					\$ 13.12							
\$ 52.50 ****for eight years, then it will be					\$ 26.25							
\$ 64.16 *****for eight years, then it will be					\$ 32.08							
Summer Drivers Education-\$16 per hour which includes 30 hours of instruction and five hours of preparation												
If for the classroom and six hours per student of driving time as by current statute.												

Letter of Agreement

The Moulton-Udell Teachers' Association and the Moulton-Udell Community School District agree to the following letter of agreement under the Master Contract, Leaves of Absence, Article VII, Section E, Association Leave. This letter of agreement will be in force for the duration of Bruce Jensen's tenure as Iowa State Education Association Vice President. At the conclusion of this tenure, this letter of agreement will be null and void.

The Board shall grant paid leave to Bruce Jensen as Vice-President of the Iowa State Education Association in amounts that are reasonable and necessary in the performance of the duties of the position. The school district shall be compensated as defined by the ISEA to the maximum extent possible during his absence with any financial reimbursement not to be less than the cost of a substitute teacher. This leave can not exceed an equivalent of 20 school days in one school year. In the event that association leave under this letter of agreement is requested over and above the 20 school days allowed, the association leave must be approved by the Moulton-Udell Board of Education.

<u>Laurie Oden</u>	<u>8-21-05</u>
Laurie Oden, MUTA Association	Date
<u>Bruce Karpen</u>	<u>8-21-05</u>
Bruce Karpen, MU School District	Date